

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

§
§
§
§

Claim No: 2014A51603

vs.

Christopher Mayberry

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 917 Woodlawn Ave., Ann Arbor, Michigan 48104.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,559.67
B. Current Capitalized Interest Balance and Accrued Interest	\$2,568.60
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$4,128.27

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

CHRISTOPHER L. MAYBERRY
917 WOODLAWN AVE.
ANN ARBOR, MI 48104
Account No. XXXXX6800

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 04/07/14.

On or about 03/09/92, the BORROWER executed promissory note(s) to secure loan(s) of \$2,200.00 from National City Bank, East Lansing, MI. This loan was disbursed for \$1,451.00 on 06/01/92, at 8.00% interest per annum. The loan obligation was guaranteed by Great Lakes Higher Education Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 02/01/94, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,559.67 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 12/25/96, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$1,559.67

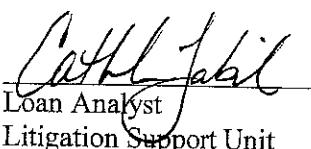
Interest: \$2,517.66

Total debt as of 04/07/14: \$4,077.33

Interest accrues on the principal shown here at the rate of \$0.34 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/6/14


Christopher L. Mayberry
Loan Analyst
Litigation Support Unit

330

**GREAT LAKES HIGHER EDUCATION CORPORATION
STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name	First Name	Middle Initial	3. Birthdate Mo. Day Year
Mayberry		Christopher	L	10/29/69
4. Permanent Home Address	City, State, Zip Code		5. Area Code/Telephone No.	
917 Woodlawn	Ann Arbor MI 48104			
6. United States Citizenship Status (Check One) <i>(See Instructions)</i>	7. You are a permanent resident of what state? Mo. Year		8. State of Dr. Driver's Lic. # _____ State of Veh. Reg.: _____ Since: _____	
<input checked="" type="checkbox"/> a. U.S. Citizen/National	b. Eligible non-citizen (Alien # Include COPY of front and back of card)		c. Neither of the above	
7. State: MI	Since: 10/6/91			
8. Loan Period From 01/01/92 To 01/01/92	9. Loan Amount Requested \$10,000	10. Major course of study Digital Elec	11. List post secondary institutions you have attended including dates:	

13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan?
 Yes No If "Yes", see instruction

14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988?
 Yes No

15. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".

Name of Lender	City and State of Lender	Loan Type	Loan Period BEGINNING DATE Mo. Year	Interest Rate % \$	Unpaid Balance
			Mo. Year	% \$	\$

16. Wisconsin Residents Only.
Marital Status: married unmarried or legally separated
If married, spouse's name and address:

17a. Parent or Guardian (If deceased, other relative)	17b. Other Relative (not living at 17a or 17c or 4)	17c. Other Relative or Friend (not living at 17a or 17b or 4)
Name: Bradley Bryant Uncle Address: 917 Woodlawn City/State/Zip: Ann Arbor MI 48104 Since: 88 Area Code/Telephone: 734-761-1101	Name: Lenora Mayberry Sister Address: 712 Waskin Dr. City/State/Zip: Tecumseh MI 49266 Since: 7/1/92 Area Code/Telephone: 517-696-1101	Name: Odervene R. Sister Address: 2144 Washtenaw City/State/Zip: Ann Arbor MI 48104 Since: 88 Area Code/Telephone: 734-761-1101

Promissory Note for a Stafford Loan

18a. Promise To Pay: I, called Maker (Identified in Section 1, Item 2 and "Endorser," if any, Identified in Section 1, Item 18c, promise to pay to the lender identified in Section 3, Item 37, when this note becomes due as set forth in paragraph 8 (on reverse side), the sum of

18b. \$10,000.00 (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 9 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

Christopher Mayberry 3-9-92
Date
No. Maker's Signature

18b. Endorser's Signature Date

Endorser's Name (Please Print)

Endorser's Soc. Sec. No. Endorser's Address

SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School	20. Address	City, State, Zip Code	21. Area Code/Telephone No.			
Washtenaw Comm College	4800 E Huron River Dr PO Box D-1	Ann Arbor MI 48106	313/973-3529			
22. School Code	23. Enrollment Status	24. Dependency	25. Loan Period MO/DAY/YR	26. Grade	27. Anticipated Grad. Mo. Year	28. Est. Cost of Edu. \$ 3056
002328	F-7	I	From 5/1/92 To 8/1/92	K-12	6/1/95	
29. Est. Fin. Aid	30. E.F. Contrib.	31. Aprr. Loan Amnt.	32. 1st Disb. MO/DAY/YR	33. 2nd Disb. MO/DAY/YR	34. 3rd Disb. MO/DAY/YR	35. 4th Disb. MO/DAY/YR
\$ 1005	\$ 600	\$ 1451	6/1/92	6/15/92	6/15/92	

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

KIT Alonso, F.A.O. 4/23/92
Print Name and Title Date
Signature of School Official

SECTION 3-TO BE COMPLETED BY THE LENDER

37. Name of Lender	National City Bank Student Loan Processing Center	42. 1st Disbursement Amount \$	43. 2nd Disbursement Amount \$
38. Street Address	City, State, Zip Code	44. 3rd Disbursement Amount \$	45. 4th Disbursement Amount \$
P. O. Box 1448	East Lansing, MI 48826-1448		
39. Lender Code	40. Entity Number	41. Area Code/Telephone No.	46. Total Amount Approved (\$42 + \$43 + \$44 + \$45)
808877		1(800)328-4143	\$
47. Signature of Student Loan Official David Harmon, Vice President, Regional Operations			
48. Print Name and Title Date WGLP/MS/SL/608877.MCI APR 28 1992			
LENDER COPY A			

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center
P.O. Box 1009, East Lansing, Michigan 48826-1009

"I DECLARE UNDER PENALTY OF
PERJURY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL PROMISSORY NOTE."
SIGNATURE: *Gwen Donthward*
TITLE: COLLECTION SUPPORT PROGRAM SPECIALIST
DATE: OCT 2 1996